



# Maryland Department of Budget & Management

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## Division of Policy Analysis

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Lieutenant Governor

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Secretary

### Invitation for Bid Microsoft Select Software 050R4800093 Addendum #3 October 14, 2003

Ladies/Gentlemen:

This Addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all offerors who respond to this IFB. Specific parts of the IFB have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**) and language deleted has been marked with a strikeout (i.e., ~~word~~), unless otherwise noted and directed.

1. **The deadline for IFB response has been extended to Thursday, October 16, 2003, 2:00pm,** (see e-mail dated 10-10-2003)

2. **Please note the following changes:**

2.4.10 Acceptance of all software will occur upon completion of the performance period. Receipt ~~and installation~~ of the product at the delivery/storage location does not constitute acceptance. The State requires a 30-calendar day performance period after ~~installation~~ **either receipt of the software by the Authorized User, or after the Authorized User first runs a copy of the software, as referenced in the section of the Microsoft Select Agreement pertaining to "Warranties",** whichever occurs later, before the State accepts the software from the Contractor. During the performance period, the software must perform as contracted. ~~If the software fails during this period the Contractor may, at the Authorized User's sole option, be ordered to replace the failed software or terminate the order at no cost or claim against the Authorized User.~~

2.4.5 The Contractor shall accept all unopened, damaged, or defective software products returned by the Authorized User for full credit or refund, to include all costs, **as referenced in the section of the Microsoft Select Agreement pertaining to "Warranties".** The Contractor shall not charge restocking fees.

Date Issued: October 15, 2003

By \_\_\_\_\_  
Gisela Blades  
Procurement Officer

